

STATE OF IOWA
BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

CITY OF WAUKEE, Public Employer/Petitioner,)	
and)	CASE NO. 102256
COMMUNICATION WORKERS OF AMERICA, LOCAL 7102, Employee Organization.)	

CITY OF WAUKEE, Public Employer/Petitioner,)	
and)	CASE NO. 102263
COMMUNICATION WORKERS OF AMERICA, LOCAL 7102, Employee Organization.)	

PROPOSED DECISION AND ORDER

On October 22, 2018, the City of Waukee filed a petition for amendment of bargaining unit with the Public Employment Relations Board (PERB or Board) pursuant to Iowa Code section 20.13 and PERB rules 621—4.6(20) (Case No. 102256). The petition seeks to amend the police department employees out of the existing bargaining unit represented by the Communications Workers of America, Local 7102 (CWA).

On November 6, 2018, the City of Waukee filed a second amendment of bargaining unit petition with PERB (Case No. 102263). This petition seeks to amend the fire department employees out of the same bargaining unit represented by CWA.

Because these two petitions sought to amend the police and fire department employees out of the existing CWA bargaining unit, the petitions were consolidated for hearing on November 8, 2018, and a hearing was held on

December 4, 2018. Attorney William Reinken represented CWA and Attorney Matthew Brick represented the City. Both parties filed post-hearing briefs on January 18, 2019.

FINDINGS OF FACT

On September 20, 1978, a unit determination and certification petition (PERB case no. 1328) was filed by Over the Road City and Transfer Drivers, Local 147 which sought PERB's determination of a bargaining unit composed of all police officers including patrolmen and sergeants employed by the City of Waukee. The City resisted the petition and asserted that a city-wide unit was a more appropriate bargaining unit. On March 21, 1979, a hearing officer determined that the city-wide bargaining unit was most appropriate. The rationale for this decision was based upon: (1) a community of interest between the police department employees and other city employees, (2) a lack of history of employee organization among employees, (3) a proximate geographical location between departments, and (4) integration of city operations reflected a close working relationship among City employees. *City of Waukee & Over the Road City & Transfer Drivers, Local No. 147*, 1979 H.O. 1328 at 5. Subsequently, the certification petition was withdrawn with Board approval.

On May 26, 2000, CWA filed a certification petition (PERB case number 6199). CWA Local 7102, an employee organization within the meaning of Iowa Code section 20.3(4), was certified by PERB, on November 27, 2000, as the exclusive bargaining representative for 17 employees of the City of Waukee, a public employer within the meaning of section 20.3(10). At the time the unit was

certified, the bargaining unit consisted of four departments; police, development services, parks and recreation and public works.¹

The current bargaining unit description is the same one as determined in 1979.² It is a city-wide bargaining unit, and the bargaining unit description provides:

INCLUDED: All full-time and regular part-time employees of the City of Waukee.

EXCLUDED: City Administrator and Clerk, City Treasurer and all others excluded by Iowa Code section 20.4.

Waukee is one of the fastest growing cities in the United States and the bargaining unit has grown both in size and job classifications. At the time of this hearing, in early December, 2018, there were 71 employees in the bargaining unit. These bargaining unit employees were located in six departments: police, fire, development services, finance, parks and recreation, and public works, and housed in three locations. The police and fire departments' employees are located in one building, public works and parks and recreation department employees work out of a second location, and finance department and development services department employees work out of City Hall. The buildings are within three miles of each other.

¹ I am using the department's current names.

² On July 18, 2002, CWA filed both a clarification of bargaining unit (PERB case no. 6513) and a petition for amendment of bargaining unit (PERB case no. 6515) seeking to clarify whether the director of planning was included within the existing bargaining unit and if not, amend this position into the bargaining unit. A decision was issued on November 22, 2002. PERB Case no. 6515 was subsequently withdrawn with Board approval.

The administrative duties of the City are carried out by the City Administrator. While each department has its own director or chief, all city employees are under the general supervision of the City administrator.

Police Department:

The Police Chief is in command of the police department. At the time the unit was established in 2000, there were 7 police department employees which represented 41.18% of the bargaining unit. In May, 2001, shortly before the collective bargaining agreement took effect, there were eight police employees, which represented 38.10% of the bargaining unit. At the time of this hearing, there were 21 police department employees: six police sergeants, 13 police officers, a records technician and an evidence technician, which comprise 29.58% of the bargaining unit. The police officers report to the sergeant and the police sergeant, evidence technician and records technician all report to the department's lieutenants, who are not in the bargaining unit.

If a police officer is not Iowa Law Enforcement Academy (ILEA) certified, the employee is sent to the academy. ILEA certifications require six months of training at the police academy with an additional three to six months training. Sergeants are ILEA certified. To qualify to work as either a records or evidence technician, the employee must be certified or able to obtain certifications to both IOWA Criminal Justice Information Network and National Crime Information Center Systems.

Employees of the police department may work shifts. Police officers assigned patrol duties work 51 hours a week, Sunday through Saturday, with six daily tours of 8.5 hours and three consecutive days off. Their work schedule

is flexible and may be called for duty at any time as well as work days, evenings, overnights and weekends. Overtime is defined as all work performed in excess of 8.5 hours per day or 51 hours per week.

Employees performing non-patrol duties work 40 hours per week, Sunday through Saturday, with five consecutive eight hour days and two consecutive days off. Police sergeants also have flexible work hours. The records technician works 8:00 a.m. – 5:00 p.m., Monday through Friday, whereas the evidence technician works 7:00 a.m. – 5:00 p.m., and both may have additional evening and weekend hours. For the sergeants and technicians, overtime is defined as all work performed in excess of eight hours a day or 40 hours per week.

Fire Department:

The fire chief is in command of the fire department. At the time the bargaining unit was established, there were no fire department employees in the bargaining unit. In May, 2001, there were two fire employees, which represented 9.52% of the bargaining unit. At the time of hearing, there were seven fire department employees; six firefighters/paramedics and one fire inspector, which comprised 9.86% of the current bargaining unit. The firefighters/paramedics report to the fire lieutenant while the fire inspector reports to the fire captain.

To qualify for a firefighter/paramedic position, the employee must have the following certifications: “Firefighter II (IFSAC), Hazardous Materials Operations (IFSAC), Current Paramedic certification issued by the Iowa Department of Public Health, Current Healthcare Provider CPR, ACLS, and PEEP or PALS. FEMA IS-100 IS-200 (or IS-195), and IS-700.”³ Not only does the fire

³ Amended City Exhibit 3 at 13.

inspector's certifications include those of the firefighter/paramedic, but also include both fire inspector and fire instructor I certifications.

Some employees of the fire department work 24 hour shifts. These employees work a 27-day work cycle with 24 hours on and 48 hours off with one Kelly Day for a total of 192 hours. The fire inspector may work either a 40-hour work week, Sunday through Saturday with two consecutive days off, or four ten-hour days with three days off. Both the firefighter/paramedic work schedule and fire inspector work schedule are flexible and employees may be called for duty at any time as well as work days, evenings, overnights and weekends. For the firefighters/paramedics, overtime is defined as hours worked over 192 hours, whereas the fire inspector receives overtime in excess of 8 hours per day or 40-hours per week.

Other Departments:

Besides the police and fire departments, bargaining unit employees are found within four City of Waukeez departments: development services, finance, parks and recreation and public works. At the time the bargaining unit was established, there were ten employees in three departments (development services, parks and recreation and public works), which represented 58.82% of the bargaining unit. In May, 2001, there were eleven employees, which represented 52.38% of the bargaining unit. At the time of hearing, there were 43 employees in all four departments, which comprised 60.56% of the bargaining unit.

Development Services Department:

The development services department bargaining unit positions are building inspector, code compliance officer, senior planner and development services specialist. All employees in this department work from 8:00 a.m. - 5:00 p.m., Monday through Friday, with additional evening hours as required. The senior planner and development services specialist may also work weekends. Overtime for all positions in this department is defined as all work performed in excess of 8 hours per day or 40 hours per week.

To qualify to work as either a building inspector or code compliance officer, the employee must hold an International Conference of Building Officials certification. Both of these employees report to the building official.

To qualify to work as a senior planner, the employee must possess an American Institute of Certified Planners' certification or obtain the certification within six months of employment. There are no specific certification requirements for the development services specialist. Both the senior planner and the development services specialist report to the development services director.

Finance Department:

There are two bargaining unit positions in the finance department; accounting clerk and utility account specialist. Both report to the finance director and neither are required to hold any certifications. The accounting clerk's hours are 8:00 a.m. - 5:00 p.m., Monday through Friday, with additional evening and weekend hours, whereas the utility account specialist's hours are 7:00 a.m. - 6:00 p.m. Monday through Friday. Overtime for these two positions

is defined as all work performed in excess of 8 hours per day or 40 hours per week.

Parks and Recreation Department:

There are three bargaining unit positions in the parks and recreation department; administrative assistant, parks laborer, and parks superintendent. The parks laborer reports to the parks superintendent whereas the parks and recreation administrative assistant and parks superintendent report to the parks and recreation director. None of these employees are required to hold any specific certifications. The parks and recreation administrative assistant works approximately 29 hours per week, 7:00 a.m. - 4:00 p.m., Monday through Friday, whereas the parks laborer and parks superintendent work from 7:00 a.m. - 3:30 p.m., Monday through Friday. Both are subject to on-call and must reside within a 30-minute radius of the City limits. Overtime is defined as all work performed in excess of 8 hours per day or 40 hours per week.

Public Works Department:

The public works department is made up of seven divisions: administration, engineering, equipment services, gas, streets, operations, and water/wastewater. In this department, overtime is defined as all work performed in excess of 8 hours per day or 40 hours per week.

The public works administrative assistant is housed in the administrative division and reports to the public works director. The hours for this position is 7:00 a.m. - 4:00 p.m., Monday through Friday and does not require any certifications.

The engineering technician, stormwater administrative assistant and stormwater inspector are housed in the engineering division and report to the assistant public works director for engineering. The hours for the stormwater administrative assistant are 7:00 a.m. - 4:00 p.m., Monday through Friday, whereas the hours for the engineer technician and stormwater inspector are 7:00 a.m. - 3:30 p.m. and may include weekends and evenings.

To qualify for the engineering technician position, the employee must possess an IDOT certification for aggregate, concrete, soils and asphalt. The stormwater inspector must possess a Construction Site Pollution Prevention Inspector Program certificate or qualify for the certification within one year. A certification is not required for the stormwater administrative assistant.

The equipment services technician is housed in the equipment services division and reports to the assistant public works director for operations. The hours are 7:00 a.m. – 3:30 p.m., Monday through Friday and may work Saturday and evenings, and is subject to on-call. There is a 30-minute residency requirement. No certifications are required.

The gas services technician and gas services superintendent are housed in the gas division of the public works department. The gas services technician reports to the gas superintendent who reports to the assistant public works director for operations. The gas services technician must possess a gas operator certification or obtain one within two years, and the gas services superintendent must already possess a gas operator certificate. The hours for both positions are 7:00 a.m. to 3:30 p.m. and may include evenings, overnights and weekends.

Both are subject to on-call and emergency call-ins, and have a 30-minute residency requirement.

The utility locator is housed in the operations division and also reports to the assistant public works director for operations. Similar to the gas services technician, the utility locator must possess or obtain within two years a gas operators qualified certification. Hours for this position are 7:00 a.m. – 3:30 p.m. and may include weekends and evenings. The utility locator is subject to on-call and emergency call-ins, and there is a 30-minute residency requirement.

The streets laborer, streets crew lead and streets superintendent are housed in the streets division. Both the streets laborer and streets crew lead report to the street superintendent who in turn reports to the assistant public works director for operations. None of these positions have certification requirements. The hours for these three positions are 7:00 a.m. - 3:30 p.m. and may include weekends and evenings. Additionally, these positions are subject to on-call and emergency call-ins, and there is a 30-minute residency requirement.

The water/wastewater laborer, wastewater operator, water operator and water/wastewater superintendent are housed in the water wastewater division of the public works department. The water/wastewater laborer, wastewater operator and water operator, all report to the water/wastewater superintendent who in turn reports to the assistant public works director for operations. The water/wastewater laborer must possess or obtain within two years, both a water distribution grade I and a wastewater collection grade I certification. To qualify for a wastewater operator position, the employee must possess a wastewater

collection grade II certificate and within two years obtain a grade III certificate. The water operator, in order to qualify for this position, must possess a water distribution grade II certification and obtain, within two years, a grade III certification. The water/wastewater superintendent must possess both the water distribution III and wastewater collection III certifications. The hours for these positions are 7:00 a.m. - 3:30 p.m. and may include occasional evenings, overnights and weekends. Additionally, these positions are subject to on-call and emergency call-ins and have a 30-minute residency requirement.

All employees:

All employees are subject to the same city-wide personnel policies. The interaction between departments is minimal. There are city-wide training sessions and meetings, but most are held in their respective departments. Each department has its own transfer and promotion opportunities. There are no shared duties or functions between the various departments, nor is there cross-training between departments.

The vast majority of the terms and conditions of employment apply equally to all bargaining unit members by virtue of the collective bargaining agreement. Lunch breaks for bargaining unit employees vary from 30 minutes to one hour. All employees have two 15-minute paid rest breaks.

Overtime and the ability to accrue compensatory time is the same for all bargaining unit employees. Employees may accrue compensatory time, in lieu of overtime, at the employee's discretion. Vacation time, holidays, compensatory time and sick leave are counted as time worked for computing overtime which is calculated at one and one-half of the employee's hourly rate.

Although all leaves of absence, vacations and holidays are the same for all bargaining unit employees, the accrual rates for firefighters/paramedics are different since these employees work a twenty-four-hour shift. The amount of funeral leave varies for a firefighter/paramedic who works a 24 hour shift. Normally, employees receive up to three consecutive days for a death in the employee's immediate family, whereas a firefighter/paramedic (24 hour) receives up to one shift.

All bargaining unit employees receive the same group health insurance, term life insurance, and long-term disability coverage. Additionally, as to methods of compensation, all employees are paid twice a month, receive longevity if they have been employed for 12 consecutive months, and advance through the salary schedule in the same manner. There is one salary schedule which includes grades 1 through 19. The higher the grade, the higher the salary. The employees from the various departments are dispersed throughout the pay grades.

CWA Local 7102 has been negotiating collective bargaining agreements for this bargaining unit since 2000. It is unclear as to how many collective bargaining agreements have been negotiated and testimony centered around the last three sets of negotiations, or approximately nine years. The bargaining team, for the last three sets of negotiations, has consisted of an employee from the police, fire, public works and development services departments along with the vice-president of the union, who is in charge of negotiations. The position of vice president was twice held by either police or fire department employees. Initial proposals are prepared by the local. The team meets, reviews

comparables, and narrows the issues to those that are important and which overlap departments. When preparing initial proposals, no police or fire department proposals were rejected by the bargaining team. However, not all proposals advanced by the union were ultimately included within the collective bargaining agreement. One such example was a proposal for a higher overtime rate for police officers who were called into work on a holiday. The last set of negotiations resulted in a contract duration of five years; July 1, 2016 to June 30, 2021.

On July 26, 2018, the police department bargaining unit employees sent a letter to CWA requesting that CWA file a petition for amendment of bargaining unit to amend them out of the existing bargaining unit so the employees could form their own bargaining unit and represent themselves. The letter stated in part:

The current bargaining no longer makes sense, when the Union was formed 20 years ago the entire workforce of the City was approximately 17 employees based upon the voter eligibility list from June 12th, 2000. Today the bargaining unit is over 3 times larger than it was when it was formed and the police department bargaining unit employees should have 20 employees of its own.

We are not happy with the representation we have been receiving of the past few years and we wish to form our own association and represent ourselves.

If CWA Local 7102 is unwilling to listen and respect the desires and voice of its members, then we will seek relief from the City to help us seek a separation from a bargaining organization we feel no longer adequately represents us.⁴

⁴ Joint Exhibit 2 at 18-20.

This letter was signed by all of the police department employees. According to Rod Schetter, police officer, the letter was sent because “(w)e just want to form our union so we can negotiate items that are relevant to the police department. ... with the growth of the city, it’s getting tougher for all the departments to get in the contract what they want in the contract, as in benefits and wages and items.”⁵

When the union did not respond, the police department employees sent a letter, on September 27, 2018, to City Administrator Moerman requesting the City “assist[] them in securing better representation.” The letter stated in part:

We, the employees of the police department covered by the current CWA collective bargaining agreement, are in need of your assistance.

We desire to form our own association, the Waukee Police Officers Collective Bargaining Association, with the intent of bargaining solely for those employees who work within the police department for the City of Waukee. We intend to include our civilian positions of records and evidence technician, as well as the Sergeants.

In a letter dated July 26th of this year, we requested CWA Local 7102 to recognize our desires and file for a petition with the Iowa Public Employment Relations Board to amend [sic] the current collective bargaining unit and exclude those of us outlined above. We have expressed our unhappiness with the current representation and met with representatives of CWA Local 7102. Ultimately, our own union is unwilling to recognize our demands and file an amendment petition which would allow for our separation from the current bargaining unit as well as allow us the first step in forming our own collective bargaining unit and voice.

Since CWA Local 7102 is unwilling to listen and respect the desires and voice of its members, we seek relief from the City to assist us in securing better representation.

We remain committed and unanimous in this request and wish to extend our sincere thanks for any action you can take to assist us with our current dilemma.⁶

⁵ Transcript at 65-66.

⁶ Joint Exhibit 2 at 17.

The letter was provided to the City Council who directed staff to file the amendment petition. The petition was efiled on October 22, 2018, and sought to amend the police department employees out of the current city-wide bargaining unit so that the proposed bargaining unit would be:

INCLUDED: All full-time and regular part-time employees of the City of Waukeee except for Police Department employees.

EXCLUDED: City Administrator and Clerk, Finance Director, Police Chief, Police Lieutenant, Police Sergeant, Police Officers, Police Department employees and all other persons excluded by Iowa Code section 20.4.

On October 24, 2018, the employees of the fire department wrote a letter which was sent to both CWA Local 7102 and City Administrator Moerman requesting the City file a petition so the fire department employees could be amended out of the current bargaining unit. The letter was signed by all of the bargaining unit employees in the fire department and stated in part:

We, the employees of the Fire Department covered by the current CWA collective bargaining agreement, request the City to file a petition or amend the petition already filed for the amendment of bargaining unit.

We desire to be excluded from the current bargaining unit. We intend to research and discuss within our own members the need to organize, form, join, or assist another employee organization to negotiate collectively through representatives of our own choosing.

The Communications Workers of America represent workers in private and public sectors involved in many different industries and fields. We want to ensure that our future negotiations regarding our bargaining unit be within the scope of public safety employees within Iowa Code section 20.9. We want to ensure that the representation of our choosing will understand our department activities, needs, desires and be our voice of a fire department employee.

... With the results of communication shared with us between the CWA Local 7102 and the police department, unanimously, we

request for the City to file the petition. We will inform the CWA of our concerns and request we have made.⁷

According to John Frederick, fire inspector, the fire department employees sent this letter because they thought it was in their best interests to do so after seeing the City's amendment petition to exclude the police department employees from the current bargaining unit. Their concern was with future contracts. Once again, the City provided the letter to the City Council who directed the staff to file the amendment petition. The petition was efiled on November 6, 2019, and sought to amend the fire department employees out of the bargaining unit so the proposed bargaining unit would be:

INCLUDED: All full-time and regular part-time employees of the City of Waukee except for the Fire Department employees.

EXCLUDED: City Administrator and Clerk, Fire Chief, Fire Captain, Fire Lieutenants, Fire Inspector, Fire Department employees, EMS employees and all other persons excluded by Iowa Code section 20.4.

Tony Hanson, Local 7102's vice president, resists the removal of the police and fire department employees from the current city-wide bargaining unit because it would "jeopardize public works."⁸ As a result of CWA's opposition to the removal of the police and fire department employees from the current city-wide bargaining unit, the two amendment petitions were consolidated for hearing.

⁷ Joint Exhibit 3 at 18.

⁸ Transcript at 84.

CONCLUSIONS OF LAW

The City seeks to amend, through two separate petitions, the police department and fire department employees from the current city-wide bargaining unit.

In determining an appropriate unit, Iowa Code section 20.13(2) provides, in relevant part:

. . . the board shall take into consideration, along with other relevant factors, the principles of efficient administration of government, the existence of a community of interest among public employees, the history and extent of public employee organization, geographical location, and the recommendation of the parties involved.

PERB analyzes the section 20.13(2) factors on a case-by-case basis with consistency in reasoning while weighing the factors so the unit determination is tailored to fit the particular facts of the case. *Anthon-Oto Cmty. Sch. Dist. v. PERB*, 404 N.W.2d 140, 144 (Iowa, 1987); *Woodbury Cty. & Commc'ns. Workers of Am., Local 7177, & Woodbury Cty. & AFSCME Iowa Council 61, 2015 PERB 8792, 8794 & 8795 at 16*. Although all factors must be considered, weight is given to those factors deemed most relevant under the circumstances of each case. *Woodbury Cty., 2015 PERB 8792, 8794 & 8795 at 16*; *City of Okoboji & Gen. Drivers and Helpers, Union Local 554, 17 ALJ 100790 at 8*.

Normally, a party seeks to exclude positions from the existing bargaining unit due to the nature of the position as supervisory, managerial, or confidential, which are excluded from chapter 20 coverage based upon section 20.4. *See, e.g., City of Cedar Falls & Cedar Falls Firefighters Ass'n., Local 1366, 06 PERB 6868; Jasper Cty. & AFSCME/Iowa Council 61, 05 PERB 6766 & 6782*. There are very few PERB decisions where the issue before PERB is whether employees should be amended out of a bargaining unit without a section 20.4 exclusion. *See e.g.,*

Joel Myers & City of Iowa City & AFSCME, Council 61, Local 183, 1982 PERB 1817, 1920. Additionally, this is a case of first impression as one of the arguments advanced by the City is related to public safety status which arose as part of amendments to chapter 20 in 2017.

Based upon the entirety of the record as well as the parties' arguments, I conclude that in both of these cases, the analysis of section 20.13(2) factors weigh in support of continuing the existing city-wide bargaining unit.

Geographical Location:

The overall analysis of this factor weighs equally for both the City's and CWA's positions, and is not controlling in my determination of whether the police and fire department employees should be amended from the current city-wide bargaining unit.

All employees of the police and fire departments work out of one location, the parks and recreation and public works departments work out of another location, and the development services and finance departments are housed in City Hall. All locations are within three miles of each other.

PERB has not found this factor to have controlling weight when employees are located relatively close to one another. *Woodbury Cty.*, 2015 PERB 8792, 8794 & 8795 at 24. Although this factor does not have controlling weight because the buildings are relatively close, equal weight is given to both the City's and the union's positions because the geographical distribution would not significantly change. The employees remaining in the unit would still be in relatively close proximity, but not located in the same building, regardless of

whether the police and fire department employees remained in or were amended from the current city-wide bargaining unit.

Recommendations of the parties involved:

The overall analysis of this factor weighs equally for both the City's and CWA's positions, and is given little weight since the parties are diametrically opposed as to whether the police department and fire department employees remain in the current city-wide bargaining unit or constitute separate bargaining units.

When the parties agree upon a bargaining unit's composition, the Board generally gives this factor controlling weight and approves the agreed upon composition unless the agreement is plainly repugnant or inimical to chapter 20. *Woodbury Cty.*, 2015 PERB 8792, 8794 & 8795 at 25; *Muscatine Cty.*, 2013 ALJ 8396, 8404 at 8; *City of West Des Moines*, 10 PERB 8043 at 11. Conversely, when the parties disagree concerning the composition of the bargaining unit, PERB generally gives this factor little weight. *City of Okoboji*, 17 ALJ 100790 at 9; *English Valleys Cmty. Sch. Dist. & English Valleys Cmty. Educ. Ass'n.*, 98 PERB 5739 at 9. Here, the City filed two separate amendment petitions which amends both the police and fire departments out of the current city-wide bargaining unit which CWA opposes. Due to the absence of an agreement between the parties as to whether the police and fire department employees should be amended out of this bargaining unit, equal weight is given to both the City's and union's positions.

Efficient Administration of Government:

The overall analysis of this factor weighs in favor of CWA's position with respect to the police department employees and weighs equally for both the City and CWA's positions with regards to the fire department employees.

PERB has consistently held the "efficient administration of government" factor requires the designation of the fewest number of bargaining units possible consistent with the employees' right to form organizations of their own choosing in order to represent them in a meaningful and effective manner. *Anthon-Oto Cmty. Sch. Dist. v. PERB*, 404 N.W.2d 140 at 144; *Woodbury Cty.*, 2015 PERB 8792, 8794 & 8795 at 16.

Traditionally, this factor involves balancing the employer's interests in the efficiencies offered by a fewer number of bargaining units weighed against the employees' interest in self-determination. *Muscatine Cty.*, 2013 ALJ 8396, 8404 at 9; *City of West Des Moines*, 10 PERB 8043 at 12; *City of Des Moines & Des Moines Gold Braid Organization*, 2009 PERB 7933 (09 H.O. at 97.) However, because the City filed the amendment of unit petition to remove the police and fire department employees, this negates the City's interest in the efficiencies offered by a city-wide bargaining unit. Additionally, granting the City's amendment petitions will not necessarily create additional bargaining units, but instead would make the current bargaining unit smaller. It is speculative as to whether the police and fire departments would organize as one or separate units. Consequently, weight is not given to this component which considers the efficiencies offered by one bargaining unit.

However, this does not end the examination of this factor since consideration must also be given to the requirement that employees be permitted to form organizations of their own choosing in order to represent them in a meaningful and effective manner. *West Des Moines*, 10 PERB 8043 at 13; *City of Lake Mills & Int'l. Bbd. Of Elec. Workers, Local 204*, 1996 PERB 5499 at 7.

Comparison with Police Department Employees:

Section 20.8 delineates public employee's rights under chapter 20. In the instant case, all of the police department employees signed a letter to CWA asking that a petition be filed "to amend the police officers, sergeants, records technician, and evidence technician out of the current bargaining unit" so they can form their own association and represent themselves. By signing this petition, which indicates the employees no longer wish CWA to represent them, the police department employees have begun to exercise their section 20.8(1) right to have a representative of their own choosing.

However, the police department employees' interest in forming an organization of their own choosing, must be weighed against the interest in self-determination by the bargaining unit employees located in the other four departments. CWA Local 7102 has been representing the current city-wide bargaining unit for the purposes of collective bargaining since 2000. Additionally, as illustrated by the testimony of the vice-president of Local 7102, the employees in the four other departments have expressed their desire to maintain the current bargaining unit because "it will jeopardize public works." Although the police department employees are now requesting a new organizational structure to ensure their public safety status, this does not negate

the right of the other four departments desire to maintain the current city-wide bargaining unit. By granting the City's petition to amend the police department employees out of the current bargaining unit, this would effectively frustrate the attempts of employees from the remainder of the bargaining unit to avail themselves to their section 20.8(1) right to maintain the organization of their own choosing.

Because both the fire department employees and the other four departments' employees have a section 20.8(1) right to form an organization of their own choosing, equal consideration is given to both the City's position to remove the police department employees from the current bargaining unit and the union's position to maintain the current-city wide bargaining unit.

However, there is one additional consideration to address, and that is the ability of the other four departments' employees to avail themselves to the rights currently granted to them as a city-wide bargaining unit due to their public safety status. The union expresses the legitimate concern that amending the police department employees out of the current bargaining unit effectively thwarts the non-police department employees in exercising their rights currently granted to them under chapter 20 due to their public safety status.

CWA Local 7102 has been representing the current city-wide bargaining unit for the purposes of collective bargaining since 2000 when this unit was certified. For the past 18 years, the union has bargained the mandatory subjects of bargaining contained in section 20.9.

The recent amendments to chapter 20 have created two distinct categories of public employees; public safety and non-public safety. Public safety

employees are defined by Iowa Code section 20.3(11) and include “police officers” and “fire fighters.” The distinction between public safety bargaining units and non-public safety bargaining units determines the mandatory subjects of bargaining that a party can insist be negotiated. Iowa Code section 20.9(1) provides that public safety bargaining units can insist on bargaining 17 mandatory subjects of bargaining as well as other matters mutually agreed upon, whereas non-public safety bargaining units can only insist on bargaining the mandatory subject of base wage and other matters mutually agreed upon. *Columbus Cmty. Sch. Dist. And Columbus Educ. Ass’n.*, 17 PERB 100820 at 3; *Oskaloosa Cmty. Sch. Dist. & Oskaloosa Educ. Ass’n.*, 17 PERB 100823 at 3.

Public safety status is dependent upon the number of public safety employees in a bargaining unit. PERB rule 621—6.4(2) provides that a bargaining unit constitutes a public safety bargaining unit if at least 30 percent of the bargaining unit employees fit the definition of public safety within the meaning of section 20.3(11). At the time of hearing, there were 19 “police officers” and 7 “fire fighters” for a total of 26 public safety employees in a bargaining unit of 71 employees. Because police and fire employees comprised 36.62% of the current bargaining unit, this unit would constitute a public safety bargaining unit. In the instant case, if the 21 police department employees are amended out of the bargaining unit as proposed by the City, there would be 7 “fire fighters” in a bargaining unit of 50. Thus, 14% of the bargaining unit would be considered public safety employees and as a result the bargaining unit would no longer have public safety status. Consequently, CWA would only be able to insist upon bargaining the mandatory subject of base wages and other matters

mutually agreed upon when bargaining a new contract, effectively frustrating the attempts of employees from the remainder of the city-wide bargaining unit (the current unit minus the police department employees) to avail themselves to their rights that are currently granted to them under chapter 20 due to their public safety status. See e.g., *Muscatine Cty.*, 2018 PERB 8396 & 8404 at 10; *City of West Des Moines*, 2010 PERB 8043 at 14.

Because both the police department employees and the employees in the other four departments have a section 20.8(1) right to form an organization of their own choosing equal consideration is given to both the City's position to remove the police department employees from the bargaining unit and the union's position to maintain the current city-wide bargaining unit. However, the consideration of the loss of public safety status as a result of the police department employees' removal from the unit weighs in favor of the current city wide bargaining unit. As a result of this additional consideration, I conclude the "efficient administration of government" weighs in favor of the union's position to maintain the current city-wide bargaining unit.

Comparison with Fire Department Employees:

All of the fire department employees signed a letter which went separately to CWA and the City stating their "desire to be excluded from the current collective bargaining unit." The reason given was that upon learning the City had filed an amendment petition to exclude the police department employees from the current bargaining unit, the fire department employees determined that it was in their best interest to ask the City to file a petition on their behalf. The fire department employees wanted to ensure that their future negotiations would

be under the scope of 20.9 mandatory subjects of bargaining for public safety bargaining units. By signing this petition, which indicated they wished to be excluded from the current bargaining unit and find a representative who would “understand their department activities, needs, desires and be (their) voice” the fire department employees had begun to exercise their right to have a representative of their own choosing.

As noted above, section 20.8 delineates public sector public employee’s rights under chapter 20. The fire department employees’ interest in forming an organization of their own choosing, a section 20.8(1) right, must be weighed against the other bargaining unit employees’ interest in self-determination by availing themselves to their rights under chapter 20 which also includes their section 20.8(1) right to form an organization of their own choosing. As previously discussed, CWA Local 7102 has been representing the current city-wide bargaining unit for the purposes of collective bargaining since 2000 and the employees in the four other departments have expressed their desire to maintain the current bargaining unit. Although the fire department employees are now requesting a new organizational structure to ensure their public safety status, this does not negate the right of the other four departments in their desire to maintain the current city-wide bargaining unit. By granting the City’s petition to amend the fire department employees out of the current bargaining unit, this would effectively frustrate the attempts of employees from the remainder of the bargaining unit to avail themselves to their right to maintain the organization of their own choosing; a right granted under chapter 20.

Because both the fire department employees and the other four departments' employees have a section 20.8(1) right to form an organization of their own choosing, equal weight is given to both the City's position to remove the fire department employees from the current bargaining unit and the union's position to maintain the current-city wide bargaining unit.

Community of Interest:

The overall analysis of this factor weighs in favor of continuing the current city-wide bargaining unit and I give this factor significant weight. In determining whether similarities exist between the various positions, the Board has held that this factor requires the comparison of such factors as duties, skills, training and qualifications, methods of compensation, benefits, hours of work, common supervision, employee contact with other employees, and transfers among classifications or positions in the bargaining unit and the existence or absence of common personnel policies. *Woodbury Cty.*, 2015 PERB 8792, 8794 & 8795 at 17-18; *Muscatine Cty.*, 2018 PERB 8396 & 8404 at 11; *City of Lake Mills & Int'l. Bbd. Of Elec. Workers, Local 204*, 1996 PERB 5499 at 7.

When this bargaining unit was determined in 1979, the hearing officer found there was a community of interest between the police department employees and other city employees. All city employees were under the general supervision of the City administrator/clerk, received the same employment benefits, physical operations were integrated, there was a high degree of interchange between job functions and the record lacked evidence of differences in job functions between the police and other city employees. *City of Waukee*, 1979 H.O. 1328 at 5.

Comparison with Police Department Employees:

Although all departments have a hierarchy with a department director or police chief who is in charge of their department, all current city employees are under the general supervision of the city administrator, similar to 1979.

Although the hearing officer in 1979 found a “relative[ly] high degree of interchange between City departments,” functional integration of job duties does not exist. There are no shared duties or functions between the various departments nor is there cross-training. The job duties of the various positions within the police department are functionally different from the positions in the other departments. Interactions between the various departments is minimal. There are city-wide meetings and trainings, however, most are held in their respective departments.

With regards to skills, training and qualifications, all positions have unique skills, qualifications and training requirements. For example, a police officer is required to be Iowa Law Enforcement Academy (ILEA) certified, which requires six months of training at the academy and then on-the-job training for an additional three to six months. Although there are numerous positions in the other departments that require a certification or the ability to obtain a certification within a specified length of time, none of these certifications require as much training as needed to obtain an ILEA certification. Therefore, I conclude that the skills, training and qualifications of the police department employees are dissimilar to those in the other four departments. Unlike employees in the police department, development services and finance departments, most of the employees in the parks and recreation and public works departments have a

residency requirement which require employees to reside within a 30-minute radius of the City limits. Even with this unique qualification, I conclude that on the whole, the skills, training and qualifications of the police department employees are dissimilar to those in the other four departments.

With regards to transfers and promotions, each department has its own opportunities for transfer and promotion and employees do not transfer between the various departments.

With regards to hours of work, there are more differences than similarities. Hours of work varies between the police department, especially for patrol officers, and the other departments. Police officers assigned to patrol work shifts and have a flexible, nonstandard work week, Sunday through Saturday. The basic work week for these officers is six daily tours of 8.5 consecutive hours, Sunday through Saturday with three consecutive days off for a total of 51 hours per week. Sergeants may also work a flexible, non-standard work week. The civilian employees in the police department as well as employees in the other departments have a standard work week, Monday through Friday, with two consecutive days off for a total of 40 hours.

In the instant case, comparisons of job duties, skills, training and qualifications, employee contact with other employees, the ability of employees to transfer between positions, and hours of work favor amending the police department employees out of the current city-wide bargaining unit. Whereas the existence of common personnel policies, common supervision, methods of compensation, and benefits favor maintaining the current city-wide bargaining unit.

All employees are subject to the same city-wide personnel policies. With regards to benefits, contained within the collective bargaining agreement, there are more similarities than differences. Although hours do vary depending upon the department, overtime for all city employees is time and one half for all hours worked in excess of their designated hours per week. Thus, all 40 hour employees receive overtime as all work performed in excess of 8 hours a day or 40 hours per week, and police officers who work patrol receive overtime as all work performed in excess of 8.5 hours per day or 51 hours per week. With regards to compensatory time, all employees may accrue compensatory time, in lieu of overtime, at the employee's discretion, and carry over the same amount. Further, the computation of overtime is the same for all employees; vacation time, holidays, compensatory time and sick leave are counted as time worked in the computation of overtime.

Although phrased differently, I find that police officers, sergeants and employees in the parks and recreation and public works departments are similar in that all are subject to on-call and emergency call-ins. There is no evidence in the record as to the amount of call-in by the various departments. All employees receive the same amount of pay for on-call or may opt to take compensatory time in lieu of on-call pay.

Further, leaves of absence and vacations are the same for all employees. Holidays are the same, and employees who work on a holiday are paid the same premium; one and one-half an employee's base hourly rate for each hour worked. All employees have the same health, term life and long term disability insurance.

Additionally, with regards to methods of compensation, there are more similarities than differences. All employees in the police department and other departments are paid twice a month at an hourly rate which is determined by pay grade; the higher the pay grade the greater the salary. Police department employees are dispersed among the various pay grades. All full-time employees who have at least 12 months of continuous service with the City receive a longevity bonus on the first of December.

On balance, I conclude that there are more similarities than differences between the police department employees and the other departments due to the existence of personnel policies, common supervision, methods of compensation, and benefits. The City cites *Woodbury County*, for the proposition that PERB does not give weight to the similarities that exist as a result of their common coverage under the collective bargaining agreement. However, the facts in the instant case and *Woodbury County* are dissimilar. In *Woodbury County*, the common rights under the collective bargaining agreement were due to the County's unilateral placement of the officers in the AFSCME unit. *Woodbury Cty.*, 2015 PERB 8792, 8794 & 8794 at 19-20. In the instant case, a hearing officer determined the make-up of the bargaining unit. The bargaining team which consisted of police and fire department employees, however, negotiated these similar benefits and terms of conditions which adds to their significance. I find this case more similar to *City of Iowa City* than *Woodbury County*. In *City of Iowa City*, another bargaining unit sought to amend the position of radio dispatcher out of the bargaining unit represented by AFSCME and into the police bargaining unit. In that decision, the Board found that the "community of

interest factor” went “both ways,” but concluded that the “community of interest” had been significantly altered by the dispatchers’ long history of employee organization under the AFSCME unit and as a result, the dispatchers were not amended out of their current bargaining unit. *City of Iowa City*, 1982 PERB 1817 & 1920 at 3-4.

In the instant case, this bargaining unit has been in existence for over 18 years. During this time, the police department employees have been a part of the bargaining committee which negotiated the terms and conditions contained in the collective bargaining agreement, which includes hours of work, methods of compensation (such as wages and pay periods) and benefits (such as overtime, leaves of absence, longevity and insurance). As a result, significant weight should be given to the negotiated terms and considerations contained in the collective bargaining agreement. Even though hours are dissimilar, which is due in part to the type of work performed, methods of compensation and benefits are nearly identical.

Consistent with *Iowa City*, I conclude that because the police department employees now share common terms and conditions of employment with the employees in the other departments, the community of interest factor weighs significantly in favor of the union’s position; continuing the city-wide bargaining unit.

Comparison with Fire Department Employees:

As previously discussed, although all departments have a hierarchy with a department director or fire chief who is in charge of the fire department, all city

employees are under the general supervision of the city administrator just as it was in 1979.

Although the hearing officer in 1979 found a relatively high degree of interchange between departments, functional integration of job duties does not exist. There are no shared duties or functions between the various departments, nor is there cross-training. The job duties of the various positions within the fire department are functionally different from the positions in the other departments. Interactions between the various departments is minimal. There are city-wide meetings and trainings, however, most are held in their respective departments.

With regards to skills, training and qualifications, all positions have unique skills, qualifications and training requirements. Firefighters are hired either certified as a firefighter I or a paramedic, both of which require extensive training. Once hired, there are several months of training. Although there are numerous positions in the other departments that require a certification or the ability to obtain a certification within a specified length of time, none of these certifications require as much training for their certification as needed to obtain a fire fighter or paramedic certification. Unlike employees in the fire department, development services and finance departments, most of the employees in the parks and recreation and public works departments have a residency requirement which requires the employee to reside within a 30-minute radius of the City limits. Even with this unique qualification, I conclude that on the whole, the skills, training and qualifications of the fire department employees are dissimilar to those in the other four departments. Therefore, I conclude the

skills, training and qualifications of the fire department employees are dissimilar to those in the other four departments.

With regards to transfers and promotions, each department has its own opportunities for transfer and promotion and employees do not transfer between the various departments.

With regards to hours of work, there are more differences than similarities. Hours of work vary between the fire department, especially firefighter/paramedic and other department employees. Firefighter/paramedic (24 hour) work a 27 day work cycle with 24 hours on and 48 hours off with one Kelly Day for a total of 192 hours, which in comparison to other city employees is unique. Most city employees work five consecutive eight hour days and two consecutive days off for a total of 40 hours per week.

In the instant case, comparisons of job duties, skills, training and qualifications, employee contact with other employees, the ability of employees to transfer between positions, and hours of work favor amending the fire department employees out of the current city-wide bargaining unit. Whereas the existence of common personnel policies, common supervision, methods of compensation, and benefits favor maintaining the current city-wide bargaining unit.

All employees are subject to the same city-wide personnel policies. With regards to benefits, there are more similarities than differences. Although hours do vary depending upon the department, overtime for all city employees is time and one half for all hours worked in excess of their designated hours per week. Thus, all 40 hour employees receive overtime on all work performed in excess of

8 hours a day or 40 hours per week, and fire department employees who work a 24 hour day receive overtime on all work performed in excess of 192 hours per 27 day cycle. With regards to compensatory time, all employees may accrue compensatory time, in lieu of overtime, at the employee's discretion. Further, the computation of overtime is the same for all employees; vacation time, holidays, compensatory time and sick leave are counted as time worked in the computation of overtime.

Although phrased differently, I find the fire, parks and recreation and public works departments employees are similar in that all are subject to on-call and emergency call-ins. There is no evidence in the record as to the amount of call-in by the various departments. All employees receive the same amount of pay for on-call or may opt to take compensatory time in lieu of on-call pay.

Although the rate of accrual varies for the 24 hour firefighter/ paramedic position due to their 24 hour schedule, leaves of absence, with the exception of funeral leave, vacations and the amount of sick leave an employee can accumulate are the same for all employees. Holidays are the same, and employees who work on a holiday are paid the same premium; one and one-half an employee's base hourly rate for each hour worked. All employees have the same health, term life and long term disability insurance.

Additionally, with regards to methods of compensation, there are more similarities than differences. All employees in the fire department and other departments are paid twice a month at an hourly rate which is determined by pay grade; the higher the pay grade the greater the salary. Fire department employees are dispersed among the various pay grades. All full-time employees

who have at least 12 months of continuous service with the City receive a longevity bonus on the first of December.

On balance, I conclude there are more similarities than differences between the fire department employees and the other departments due to the existence of personnel policies, common supervision, methods of compensation, and benefits. The City cites *Woodbury County*, for the proposition that PERB does not give weight to the similarities that exist as a result of their common coverage under the collective bargaining agreement. However, as previously discussed, the facts in the instant case and *Woodbury County* are dissimilar. Once again, I find this case more similar to *City of Iowa City* than *Woodbury County*.

In the instant case, this bargaining unit has been in existence for over 18 years. During this time, the fire department employees have been a part of the bargaining committee which negotiated the terms and conditions contained in the collective bargaining agreement which includes hours of work, methods of compensation (such as wages and pay periods) and benefits (such as overtime, leaves of absence, longevity and insurance). As a result, significant weight should be given to these negotiated terms and considerations contained in the collective bargaining agreement. Even though hours are dissimilar, which is due in part to the type of work performed, methods of compensation and benefits are nearly identical.

Consistent with *Iowa City*, I conclude that because the fire department employees now share common terms and conditions of employment with the employees in the other departments, the community of interest factor weighs

significantly in favor of the union's position; continuing the city-wide bargaining unit.

History and Extent of Organization:

The overall analysis of this factor weighs in favor of continuing the present wall-to-wall bargaining unit, and I give this factor significant weight. This factor has two components; history of public employee organization and the extent of organization.

History:

Similar to *City of Iowa City*, the City's two amendment of bargaining unit petitions request PERB to alter a long-standing bargaining relationship between the union and the City with regards to the City's employees. *City of Iowa City*, 1982 PERB 1817, 1920 at 4. CWA Local 7102 has an established history with this bargaining unit. For over 18 years, it has represented a city-wide bargaining unit, and employees in the other four departments have always comprised the largest percentage of bargaining unit employees. In May 2001, the employees from the other four departments comprised 52.38% of the bargaining unit and in early December, 60.56% of the bargaining unit was comprised of the other department's employees. This change is largely due to the growth of the City and corresponding growth in the number of city employees and job classifications.

Additionally, the union has an established history with collective bargaining as it has been negotiating with the City about terms and conditions of employment since 2000. CWA and the City have negotiated collective bargaining agreements which covered the six city departments including the

police and fire departments since the unit was established. During the last nine years, the local's negotiating committee was made up of one representative from the police, fire, development services and public works departments along with the vice-president of the local, who is in charge of the negotiations. This position has been held by both police and fire department employees. After proposals are received from all departments, initial proposals are prepared such that the proposals covered multiple departments. However, proposals specifically tailored for either the police or fire department employees were never rejected.

I find the "history of public employee organization" weighs strongly in favor of the union's position that the police and fire department employees should continue to be included in the current city-wide bargaining unit.

Extent of Organization:

However, this does not end the examination of this factor since consideration must also be given to "extent of organization." PERB has indicated the "extent of organization" factor requires consideration of the group of employees upon which the union has focused its organizing efforts. *City of West Des Moines*, 2010 PERB at 19; *City of Des Moines*, 2009 PERB 7933 (09 H.O. at 102).

Comparison with Police Department Employees:

As previously discussed in the "efficient administration of government" factor, the police department employees unanimously wish to be amended out of the present city-wide bargaining unit and form their own separate bargaining unit, as they are not happy with CWA's representation. It is their contention that with the City's massive growth, there has been a significant increase in the

bargaining unit employees such that a single bargaining unit can no longer adequately represent the divergent needs of the bargaining unit. They believe by forming their own union, the police department employees could negotiate items which would meet their specific needs. For example, a proposal was made during the last round of negotiations, which would have increased the rate of pay that a police officer receives if called in on a holiday. The union was unsuccessful in getting this proposal added to the collective bargaining agreement.

I recognize the bargaining unit has grown significantly over the past 18 years from 21 employees to 71 employees. Specifically, with regards to the police, at the time the unit was established, there were 7 police department employees which represented 41.18%, and at the time of this hearing, the police department employees represented 29.58%.

However, even though the bargaining unit has grown, I am not persuaded that CWA cannot adequately represent the divergent needs of the bargaining unit employees. As previously discussed in the history component, CWA has for the past 18 years represented this bargaining unit, which includes police department employees, for the purpose of collective bargaining. During the last nine years, a police department employee has been vice president of the union and in charge of negotiations. Additionally, during this time, the negotiations committee has always included a police department employee, and when preparing the union's initial offer the police department proposals were always included in the initial proposal to the City. Although a proposal may have merit, a union's effectiveness in negotiations cannot be evaluated solely by whether a proposal is accepted. The City may reject a proposal through no fault of the

union's representation. Finally, the collective bargaining agreement contains provisions, such as hours of work, that are particular to the police department employees, thus indicating some attention has been paid to these employees. *City of Iowa City*, 1982 PERB 1817 at 10.

PERB gives "extent of organization" weight where there is support from other section 20.13(2) criteria. *See e.g., City of Des Moines*, 2009 PERB 7933 (09 H.O. at 102); *Iowa Nurses Assn. & Spencer Municipal Hospital*, 94 PERB 4749 4799 at 21. In the instant case there is support from both the "history" component and "community of interest" factor. As discussed above, this bargaining unit has an 18 year history and during this time has bargained contracts such that the city-wide bargaining unit shares a substantial community of interest with the police bargaining unit.

I conclude that under the circumstances of this case, "the extent of public employee organization" consideration weighs in favor of continuing the current city-wide bargaining unit. Since both the "history and extent of organization" factor weighs in favor of continuing the current city-wide bargaining unit, I give this factor significant weight.

Having considered all of the section 20.13(2) factors based on the record, I conclude that the facts in this case favors the police department employees continued inclusion in the current combined city-wide bargaining unit. My conclusion is based upon the significant weight that I have given to the "community of interest", "efficient administration of government" factors as well as the "history and extent of organization" factor which takes into account the

long-standing relationship between the City and CWA with regards to this bargaining unit.

Comparison with Fire Department Employees:

As previously discussed in the “efficient administration of government” factor, the fire department employees unanimously wish to be amended out of the present city-wide bargaining unit. The reason given was that they want to ensure they were considered a public safety bargaining unit for the purposes of bargaining. Further, they believe the representative chosen by the fire department employees will understand their department’s “activities, needs, desires and be our voice.”

The distinction between public safety and non-public safety bargaining units was also previously discussed in the “efficient administration of government” factor. Although the loss of public safety status is a major concern for the fire department employees, it is also a major concern for the employees in the four other departments, as voiced by the local’s current vice-president.

Further, as previously discussed above in the police discussion, I am not persuaded that CWA has not been “the voice” for the fire department employees. This bargaining unit has an established history since it has for the past 18 years represented the fire department employees for purpose of collective bargaining. Additionally, during the last nine years, not only was a fire department employee a vice-president of the union who is in charge of the negotiations, but there was a fire department employee on the negotiating committee, and this committee always agreed to include specific fire department proposals into the initial

proposal. Finally, as discussed above, a union's effectiveness in negotiations cannot be evaluated solely by whether proposals are accepted by the City.

Finally, the collective bargaining agreement contains provisions, such as hours of work, sick leave accrual and funeral leave, that are particular to the fire department employees, thus indicating some attention has been paid to these employees. *City of Iowa City*, 1982 PERB 1817, 1920 at 10.

PERB gives "extent of organization" weight where there is support from other section 20.13(2) criteria. See e.g., *City of Des Moines*, 2009 PERB 7933 (09 H.O. at 102); *Iowa Nurses Assn. & Spencer Municipal Hospital*, 94 PERB 4749 4799 at 21. In the instant case there is support from both the "history" component and "community of interest" factors.

As discussed above, this bargaining unit has an 18 year history and during this time has bargained contracts such that the city-wide bargaining unit shares a substantial community of interest with the fire bargaining unit.

I conclude that under the circumstances of this case, "the extent of public employee organization" consideration weighs in favor of continuing the current city-wide bargaining unit. Since both the "history and extent of organization" factor weighs in favor of continuing the current city-wide bargaining unit, I give this factor significant weight.

Having considered all of the section 20.13(2) factors based on the record, I conclude that the facts in this case favors the fire department employees continued inclusion in the current combined city-wide bargaining unit. My conclusion is based upon the significant weight that I have given to the "community of interest" factor as well as based upon the "history and extent of

organization” factor taking into account the long-standing relationship between the City and CWA Local 7102 with regards to this bargaining unit.

Consequently, I propose the following:

ORDER

Case No. 102256: The petition for amendment of bargaining unit filed by the City of Waukee is DISMISSED. The police department employees shall remain in the current city-wide bargaining unit.

Case No, 102263: The petition for amendment of bargaining unit filed by the City of Waukee is DISMISSED. The fire department employees shall remain in the current city-wide bargaining unit.

The proposed decision will become PERB’s final decision in accordance with PERB rule 621—9.1 unless, within 20 days of the date below, a party aggrieved by the proposed decision files an appeal to the Board or the Board, on its own motion, determines to review the proposed decision.

DATED at Des Moines, Iowa, this 21st day of November, 2019.

Susan M. Bolte

Susan M. Bolte
Administrative Law Judge

Original eFiled
Parties served vis eFlex